

# **KANSAS ARMY NATIONAL GUARD**



## **Project Manual**

*for*

## **All Kansas National Guard Facilities**

*To provide*

**On-Call Construction / Reparations  
Of Bulk Gravel / Aggregates**

**25 February, 2011**



**DIRECTORATE OF  
FACILITIES ENGINEERING  
Topeka, Kansas  
(785) 274-1140**

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**SECTION 011100**  
**SUMMARY OF WORK AND GENERAL REQUIREMENTS**

**PART 1 - GENERAL**

**1.1 SUMMARY**

- A. Project Scope:** Furnish all labor, equipment, and materials necessary to responsively support the operational needs of the Kansas Army National Guard and its associated facilities, in specific reference to the delivery of bulk gravel / aggregates. All work shall be executed according to the Kansas Department of Transportation (KDOT) standards as attached hereinafter and shall be executed in accordance with requirements of the Contract Documents.
- B. Location of the Work:** The location of the work shall vary according to need, and may occur at any of the Kansas Army National Guard facilities across the state.

**1.2 DEFINITIONS**

- A. Architect/Engineer:** Where the word "Architect/Engineer" is used throughout the Contract Documents, it shall be understood to mean Owner (The Adjutant General's Department, Directorate of Facilities Engineering).

**1.3 POINTS OF CONTACT**

- A. Point of Contact (P.O.C.) Names:** The following individuals may be contacted regarding the Project. For technical and administrative questions concerning the Project during bidding and construction, contact the P.O.C. from the Directorate of Facilities Engineering. For Building or Work Site access contact the P.O.C. listed as the Facility Tenant. Verbal interpretations of the Contract Documents or statements made relative to the Project by these individuals and other representatives of the Owner during the bidding period are not part of the Contract Documents unless issued in the form of an Addenda.

**Directorate of Facilities Engineering**

MAJ Molly Gillock  
2800 SW Topeka Blvd.  
Topeka, KS 66611-1159  
(785) 274-1825

**Facility Tenant**

Mr. Gary Freeman  
2800 SW Topeka Blvd.  
Topeka, KS 66611-1159  
T (785) 274-1143

**1.4 PRE-BID CONFERENCE**

- A. Pre-Bid Conference:** Not applicable
- B. Bidders Access to Site:** Not applicable.

**1.5 GENERAL CONDITIONS**

- A. Requirements:** Per the requirements set forth in the contract award for on-call construction contractors all provisions of the documents, agreements, and specifications shall apply to this work. This includes but is not limited to:
  - 1. General Conditions of the Contract for The Adjutant General's Department, Kansas Army National Guard as dated 5/1/95 as bound hereinafter.

**1.6 SUPPLEMENTARY CONDITIONS**

- A. General:** The following modifications are changes made to The Adjutant General's Department, General Conditions of the Contract, Kansas Army National Guard, dated 5-1-95.
  - 1. **Article 6:** Delete in its entirety.
  - 2. **Article 8:** Delete in its entirety.
  - 3. **Article 11, Paragraph D:** Delete sentence "Unless otherwise called....laboratory procedure."

**1.7 STATE SALES TAX DETERMINATION**

- a.** Article 8 of the General Conditions shall be supplemented as follows:
  - (1) This project has been determined by the Kansas Department of Revenue to be subject to Kansas sales tax. The cost of said tax must be included in all bid and contract prices. Sales tax includes all applicable state, county and city sales tax.
- b.** A general contractor or other contractor with a contract directly with the State of Kansas or one of its agencies shall pay tax as follows:
  - (1) **Labor:** No tax will be assessed since the labor is purchased directly by the State or one of its agencies.
  - (2) **Materials:** Taxes will be assessed on material purchased for the project.



- c. A subcontractor on this project shall pay tax as follows:
  - (1) **Labor:** Taxes will be assessed because this labor is not being purchased directly by the State or one of its agencies.
  - (2) **Materials:** Taxes will be assessed on materials purchased for the project.
- d. The amount of tax to be assessed will vary depending upon whether the project calls for original or other than original construction. The contractor will be responsible for determining and including the correct amount of state, county and city sales tax applicable to this project. Questions should be addressed to the Kansas Department of Revenue, Division of Taxation, Taxpayer Assistance Bureau, 913-296-0222.
- e. A general contractor or other contractor with a contract directly with the State of Kansas shall obtain copies of the Kansas Retail Sales Tax Registration Certificates from all of their subcontractors on this project and have them available at the job site upon request.

#### 1.8 TIME OF COMPLETION

- A. **Calendar Days:** Contractor agrees, if awarded the Contract, to complete each Work Order related to this Contract within 14 calendar days from the date indicated in the "Notice to Proceed" and/or "Work Order" issued by the D.O.F.E. project officer.
- B. **Hours of Work:** Contractor agrees to perform the Work between the hours of 6:30 AM and 5:00PM during the facility tenant's regularly scheduled workdays of Monday through Friday. Work to be performed beyond the stipulated hours shall be coordinated with the facility tenant at least 48 hours in advance of requested time.

#### 1.9 MATERIAL, EQUIPMENT, AND SUBSTITUTIONS

- A. **Materials and Products:** In general, the Contract Documents identify the required materials and equipment by naming one or more manufacturer's brand name, model number, catalog number, or other similar proprietary identification. Where one or more proprietary identifications or manufacturers is listed for a category of material and equipment, the intent is that the Contractor may provide any of those listed. Bids shall be based on Contractor providing only those materials and equipment named and identified in the Contract Documents.
- B. **Material Quality:** Contractor provided material and equipment shall be new, unused, and undamaged when delivered to the site.
- C. **Substitutions:** Materials and equipment not named in the Contract Documents which the Contractor wishes to provide will be considered as a substitution in accordance with the following procedures and conditions and may be provided only when approved by the Owner.

1. **Substitution Requests:** When request for substitution is made after execution of the Contract, Contractor shall request substitution in writing and such request shall be accompanied by complete information to allow Owner's analysis including, manufacturer's and product identification, technical data including performance, dimensional and operational characteristics, cost data impact on time for completion, samples, and other information necessary for analysis. Include an itemized comparison of the qualities and characteristics of the specified item versus those of the substitution item. Submit 2 copies of request and accompanying information and clearly identify as "Request for Substitution" followed by appropriate Directorate of Facilities Engineering Work Order or Project Number.
2. **Conditions:** Owner will consider substitutions only under one or more of the following conditions.
  - a. Required for compliance with subsequent interpretations of code requirements
  - b. Unavailability of a specified item, through no fault of Contractor
  - c. Subsequent information discloses inability of specified item to perform properly or fit in designated space.
  - d. Manufacturer of fabricator refuses to certify, guarantee, or warranty performance of specified item.
  - e. When the Owner determines that in his judgment a substitution would be substantially to the Owner's best interest in terms of cost, time or other considerations.
3. **Contractor's Representations:** By submitting a request for substitution, Contractor represents the following.
  - a. Proposed substitution has been personally investigated by Contractor.
  - b. The substitution material or equipment carries the same or better warranty or guarantee as the specified item.
  - c. Cost data presented is complete and includes all related costs under the Contract, and Contractor waives all claims for additional costs related to the substitution and the Project which subsequently become apparent.
  - d. Installation of an approved substitution shall be coordinated with all portions of the Work, and that changes as may be necessary shall be made so that the Work is complete in all respects.

## 1.10 REGULATORY REQUIREMENTS



- A. **Codes / Regulations:** Comply with all applicable codes, regulations, and guidelines based upon the work location and the requirements of the authority having jurisdiction (AHJ).
- B. **MSDS:** Provide and have available on site Material Safety Data Sheets (MSDS) for all products to be used during the course of the work. Comply with the requirements and recommendations stated in the MSDS for the duration of the project from the time the materials arrive on site and are stored until such time that all materials are removed from the site. Provide pre-cautions for both installation personnel as well as owner's personnel remaining in the facility, located in nearby facilities, or passing by the project work area as required by the MSDS information during the course of installation and post application curing period.

### 1.11 ADDITIONAL REQUIREMENTS

- A. **Existing Facilities:** The Contractor shall take all necessary precautions to insure against damage to existing facilities and their contents. Any damaged items shall be repaired or replaced by the Contractor at no additional cost to the Owner.
- B. **Protection of Work:** The Contractor shall take all necessary precautions to insure against damage to Products and Work. Any damaged items shall be replaced, or repaired, so as to eliminate evidence of repair, at no additional cost to the Owner.

### 1.12 INSPECTIONS

- A. **Inspections:** Inspections will be conducted by Directorate of Facilities Engineering (D.O.F.E.) personnel as frequently as deemed necessary.
- B. **Notifications:** The Contractor shall give P.O.C. personnel at the Directorate of Facilities Engineering (D.O.F.E.) office a minimum of 24 (twenty-four) hours notice prior to concealment or covering, of the products specified, for inspection purposes.
- C. **Witnessing:** Concrete pours, plumbing tests, and other items of like nature shall be witnessed by inspection personnel from D.O.F.E. or their appointed representative. Inspections conducted by Directorate of Facilities Engineering (D.O.F.E.) personnel do not relieve Contractor from compliance of Contract Documents.

### 1.13 QUALIFICATIONS

- A. **Qualifications:** All materials shall be transported by drivers and in vehicles certified by the State of Kansas and its various applicable jurisdictions over motor vehicles, operators, etc.

**END OF SECTION**

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**SECTION 013543**  
**ENVIRONMENTAL MANAGEMENT SYSTEM**  
**PART 1 - GENERAL**

**1.01 SECTION INCLUDES**

- A. Program Description.
- B. Referenced Documents
- C. Contractual Assent and Procedural Requirements

**1.02 RELATED SECTIONS**

- A. Section 01400 - Quality Requirements: Product quality monitoring.
- B. Section 01600-Products.

**1.03 REFERENCES**

- A. Kansas Army National Guard: Environmental Policy Handout and Summary of EMS
- B. Presidential Executive Order 13148
- C. Kansas Army National Guard: The Adjutant General's Policy Letter No. 7 dated 13 September 2003.
- D. Department of the Army National Guard Memorandum: Implementation of Environmental Management Systems (EMS) dated 30 June 2003.
- E. Environmental Policy Handout: Kansas Army National Guard.

**1.04 PROGRAM DESCRIPTION**

- A. The Environmental Management System is a process to insure that all contractors and subcontractors involved in the execution of Kansas Army National Guard construction and maintenance project work are responsible stewards of the Environment, and comply with the above referenced standards.

**1.05 CONTRACTUAL ASSENT**

- A. By entering into a legal contract with the Kansas Army National Guard and it's agents for construction and maintenance projects, each contractor and any related subcontractors hereby assent and agree to:
  - 1. Comply with the reference standards listed above.
  - 2. Obtain, read, and comply with the current Environmental Policy Handout as provided by the Environmental Program Manager at the KSARNG Headquarters in Topeka, Kansas.

**PART 2 - PRODUCTS**

NOT APPLICABLE

**PART 3 - EXECUTION**

NOT APPLICABLE.

**END OF SECTION**